

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	
	§	
COMPUTE NORTH HOLDINGS, INC., <i>et al.</i>,¹	§	CASE NO. 22-90273 (MI)
	§	
Debtors.	§	Chapter 11 Cases (Jointly Administered)
	§	
	§	Re: Docket Nos. 209 & 256

**OBJECTION TO ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND CURE AMOUNTS AND RESERVATION OF RIGHTS
OF THE CONSTELLATION AFFILIATES**

1. Colorado Bend II Power, LLC; Constellation Energy Generation, LLC f/k/a Exelon Generation Company, LLC; Constellation NewEnergy, Inc.; and Wolf Hollow II Power, LLC (collectively, the “Constellation Affiliates”) hereby object to the assumption and assignment of the Constellation Affiliates’ contracts and the Cure Amounts listed in the above-captioned debtors’ (collectively, the “Debtors”) *Notice of Filing of Cure Schedule in Connection with Proposed Sale* [Docket No. 209] (the “Notice of Cure Schedule”) for two reasons.² The Constellation Affiliates also reserve the right to amend this objection (the “Objection”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Notice of Cure Schedule.

2. *First*, the Constellation Affiliates have had insufficient time to confirm the existence of the contracts listed in the Cure Schedule between the Constellation Affiliates and the Debtors.

3. *Second*, the Constellation Affiliates have had insufficient time to confirm the Cure Amounts listed in the Cure Schedule for the alleged contracts between the Constellation Affiliates and the Debtors.

4. The Constellation Affiliates are aware of a retail power supply agreement and a separate construction services agreement, by and between Constellation NewEnergy, Inc. and CN Wolf Hollow, LLC, a non-debtor affiliate. The Constellation Affiliates are further aware of a lease agreement, by and between Wolf Hollow II Power, LLC and CN Wolf Hollow, LLC, a non-debtor affiliate.

5. From the Constellation Affiliates' perspective, Wolf Hollow II Power, LLC only has contractual relations with non-debtor affiliates. The Constellation Affiliates thus maintain that any agreement that lists Wolf Hollow II Power, LLC as a contractual counterparty in the Cure Schedule is neither subject to the jurisdiction of this Court nor assumption and assignment process set forth in the Final Sale Procedures Order [Docket No. 256].

6. The Constellation Affiliates will continue to work on confirming the accuracy of the Cure Schedule and the Cure Amounts as the Auction, scheduled for November 1, 2022, approaches.

7. Thus, out of an abundance of caution, the Constellation Affiliates object to the assumption and assignment of the Constellation Affiliates' contracts and the Cure Amounts listed in the Notice of Cure Schedule and reserve the right to further amend this Objection as stated below.

RESERVATION OF RIGHTS

8. The Constellation Affiliates reserve the right to amend this Objection as necessary to (1) object to the assumption and assignment of any executory contract between the Constellation Affiliates and the Debtors; (2) object to the proposed cure amounts thereunder. For the avoidance of doubt, the Constellation Affiliates also reserve the right to object the adequate assurance of future performance in accordance with the Bankruptcy Code and the Final Sale Procedures Order [Docket No. 256].

Dated: October 25, 2022

McGuireWoods LLP

/s/ Andrew C. Papa

Andrew C. Papa

Texas Bar No. 24127873

845 Texas Ave., 24th Floor

Houston, TX 77002

Telephone: 832-255-6324

Facsimile: 713-571-9652

Email: apapa@mcguirewoods.com

-and-

Mark E. Freeland

(Pro Hac Vice Admission Pending)

Tower Two-Sixty

260 Forbes Ave., Suite 1800

Pittsburgh, PA 15222

Telephone: 412-667-7928

Facsimile: 412-667-7967

Email: mfreedlander@mcguirewoods.com

**COUNSEL FOR THE CONSTELLATION
AFFILIATES**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served on all parties entitled to service via this Court's electronic filing system and the Objection Notice Parties via email on October 25, 2022.

/s/ Andrew C. Papa

Andrew C. Papa